

**United States Bankruptcy Court**  
**Eastern District of Arkansas**

In re Kendra S. Mayo

Debtor(s)

Case No.

Chapter

13

**Arkansas Chapter 13 Plan**  
 (Local Form 13-1)

Original Plan ☒Amended Plan ☐

**For an amended plan, all applicable provisions must be repeated from the previous plan(s). Provisions may not be incorporated by reference from previously filed plan(s).**

List below the sections of the plan that have been changed:

State the reason(s) for the amended plan, including any changes of circumstances below. If creditors are to be added, please complete Addendum A as well as file any appropriate amended schedules.

The Amended Plan is filed: ☐ Before confirmation  
☐ After confirmation

**Part 1: Notices**

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable.

**Original plans and amended plans must have matrix(ces) attached or a separate certificate of service should be filed to reflect service in compliance Fed. R. Bankr. P. 2002.**

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file a written objection to confirmation with the United States Bankruptcy Court either electronically (if filer is approved for electronic filing) or at the following addresses:

- **For Eastern District cases** (Batesville, Helena, Jonesboro, Little Rock, or Pine Bluff Divisions): United States Bankruptcy Court, 300 West 2nd Street, Little Rock, AR 72201
- **For Western District cases** (El Dorado, Fayetteville, Fort Smith, Harrison, Hot Springs, or Texarkana Divisions): United States Bankruptcy Court, 35 E. Mountain Street, Fayetteville, AR 72701

**The objection should be filed consistent with the following timelines:**

- ☒ **Original plan filed at the time the petition is filed:** Within 14 days after the 341(a) meeting of creditors is concluded.
- ☐ **Original plan filed after the petition is filed or amended plan (only if filed prior to the 341(a) meeting):**  
 Within the later of 14 days after the 341(a) meeting of creditors is concluded or 21 days after the filing of the plan.
- ☐ **Amended plan:** Within 21 days after the filing of the amended plan.

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The court may confirm this plan without further notice if no objection to confirmation is timely filed.

The following matters may be of particular importance. *Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.*

1.1	A limit on the amount of a secured claim, set out in Section 3.4, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.2	Nonstandard plan provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

## Part 2: Plan Payments and Length of Plan

### 2.1 The debtor(s) will make regular payments to the trustee as follows:

*Inapplicable portions below need not be completed or reproduced.*

**Original plan:** The debtor(s) will pay \$**160.00** per month to the trustee. The plan length is **36** months.

The following provision will apply if completed:

Plan payments will change to \$ **260.00** per month beginning on **7**.

The debtor(s) will pay all disposable income into the plan for not less than the required plan term, or the applicable commitment period, if applicable, unless unsecured creditors are being paid in full (100%). If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

### 2.2 Payments shall be made from future income in the following manner:

Name of debtor **Kendra S. Mayo**

☐ Direct pay of entire plan payment or \_\_\_\_ (portion of payment) per month.

☒ Employer Withholding of \$**160.00** per month.

Payment frequency: ☐ monthly, ☐ semi-monthly, ☒ bi-weekly, ☐ weekly, ☐ Other

If other, please specify: \_\_\_\_

Employer name:

**Fresenius USA, Inc.**

Address:

**920 Winter St.  
Waltham, MA 02451**

Phone:

Name of debtor

☐ Direct pay of entire plan payment or \_\_\_\_ (portion of payment) per month.

☐ Employer Withholding of \$ \_\_\_\_ per month.

Payment frequency: ☐ monthly, ☐ semi-monthly, ☐ bi-weekly, ☐ weekly, ☐ Other

If other, please specify: \_\_\_\_

Employer name:

Address:

Phone:

### 2.3 Income tax refunds.

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*Check one.*

- ☒ Debtor(s) will retain income tax refunds received during the plan term and have allocated the refunds in the budget.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- ☐ Debtor(s) will treat income tax refunds as described below. The debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing.

**2.4 Additional payments.***Check one.*

- ☒ **None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
- ☐ To fund the plan, debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.

**Part 3: Treatment of Secured Claims****3.1 Adequate Protection Payments.***Check one.*

- ☒ **None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

Creditor and last 4 digits of account number	Collateral	Monthly payment amount	To be paid
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**3.2 Maintenance of payments and cure of default (long term-debts, including debts secured by real property that debtor(s) intend to retain).***Check one.*

- ☒ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

**3.3 Secured claims excluded from 11 U.S.C. § 506 (non-506 claims).***Check one.*

- ☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

**3.4 Claims for which § 506 valuation is applicable. Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.***Check one.*

- ☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

**3.5 Surrender of collateral.**

- ☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

**3.6 Secured claims not provided treatment.** In the event that a secured claim is filed and allowed that is not provided treatment  
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in the plan, the trustee shall pay such creditor the claim amount *without interest* after this plan in all other respects has been completed.

#### Part 4: Treatment of Fees and Priority Claims

##### 4.1 General.

Trustee's fees and all allowed priority claims, including domestic support obligations, will be paid in full without postpetition interest.

##### 4.2 Trustee's fees.

The trustee's fees are governed by statute and may change during the course of the case.

##### 4.3 Attorney's fees.

The attorney's fee is subject to approval of the court by separate application. The following has been paid or will be paid if approved by the court:

Amount paid to attorney prior to filing:	\$	<b>0.00</b>
Amount to be paid by the Trustee:	\$	<b>3,590.00</b>
Total fee requested:	\$	<b>3,590.00</b>

Upon confirmation, the attorney shall receive an initial fee as provided in the application and approved by the court from funds paid by the debtor(s), after administrative costs have been paid. The remaining fee will be paid at the percentage rate of the total disbursed to creditors each month provided in the application approved by the court.

The initial fee and percentage rate requested in the application are \$ **1,000.00** and **25.00** %, respectively.

##### 4.4 Priority claims other than attorney's fees and those treated in § 4.5.

Check one.

☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

☒ Filed and allowed priority claims (usually tax claims), including without limitation, the following listed below, will be paid in full in accordance with 11 U.S.C. § 1322(a)(2), unless otherwise indicated. For claims filed by governmental units, the categorization of the claim by the creditor (secured, priority, nonpriority unsecured) and amounts shall control over any contrary amounts unless otherwise ordered by the court.

Creditor	Nature of claim (if taxes, specify type and years)	Estimated claim amount
IRS	Federal Taxes Owed from 2018	<b>1,613.00</b>

##### 4.5 Domestic support obligations.

Check one.

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

#### Part 5: Treatment of Nonpriority Unsecured Claims

##### 5.1 Nonpriority unsecured claims.

Allowed nonpriority unsecured claims shall be paid at least as much as they would receive if the debtor(s) filed a Chapter 7 case. **Allowed nonpriority unsecured claims shall be paid in full (100%) unless a different treatment is indicated below.** For above median income debtor(s), the distribution to unsecured creditors includes any disposable income pool (monthly disposable income times 60 months) from Form 122C-2, unless the debtor(s) are unable to meet the disposable income pool based on the following circumstances: \_\_\_\_\_

Check one, if applicable

☒ A PRORATA dividend, including disposable income pool amounts, if applicable, from funds remaining after payment of

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all other classes of claims; or

☐ Other, Please specify \_\_\_\_\_**5.2 Special nonpriority unsecured claims and other separately classified nonpriority unsecured claims.***Check one.*☒ **None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.**5.3 Maintenance of payments and cure of any default on nonpriority unsecured claims.***Check one.*☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.**Part 6: Contracts, Leases, Sales and Postpetition Claims****6.1 Executory Contracts and Unexpired Leases.***Check one.*☐ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

The executory contracts and unexpired leases listed below are assumed or rejected as indicated.

☒ **Assumed items.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by debtor(s), or by the trustee, as set forth below. Debtor(s) propose to cure any default by paying the arrearage on the assumed leases or contracts in the amount listed on the filed and allowed proof of claim, if contrary to the amount listed below.

Creditor	Description of contract or property	Payment to be paid by	Payment amount	Number of remaining payments	Arrearage amount	Monthly arrearage payment
Progressive Leasing	Dresser	<input checked="" type="checkbox"/> Debtor(s) <input type="checkbox"/> Trustee	100.00	6	0.00	0.00

☐ **Rejected items.** The debtor(s) reject the following executory contracts or unexpired leases. The debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. §§ 362(a) and 1301(a) be terminated as to the property only. No further payments are to be made to the creditor on the contract or lease. However, the creditor may file a claim for the deficiency and will be treated as a nonpriority unsecured creditor.

Creditor and last 4 digits of account number	Description of contract or property
-NONE-	

**6.2 Sale of assets.***Check one.*☒ **None.** If "None" is checked, the rest of § 6.2 need not be completed or reproduced.**6.3 Claims not to be paid by the trustee.***Check one.*☒ **None.** If "None" is checked, the rest of § 6.3 need not be completed or reproduced.**6.4 Postpetition claims.**

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☐ **None.** If "None" is checked, the rest of § 6.4 need not be completed or reproduced.

☒ Postpetition claims pursuant to 11 U.S.C. §§ 1305 and 1322(b)(6) may be added to the plan by the debtor(s) and, if the creditor elects to file a proof of claim with respect to the postpetition claim, the claim may be treated as though the claims arose before the commencement of the case, to be paid in full or in part through the plan. Upon completion of the case, any unpaid balance of such claim may be subject to discharge.

## Part 7: Vesting of Property of the Estate

### 7.1 Property of the estate will vest in the debtor(s) upon:

*Check the applicable box.*

☐ plan confirmation

☒ entry of discharge

☐ other: \_\_\_\_\_

## Part 8: Nonstandard Plan Provisions

☒ **None.** If "None" is checked, the rest of § 6.4 need not be completed or reproduced

## Part 9: Signatures

By filing this document, the attorney for the debtor(s) or the debtor(s) themselves, if not represented by an attorney, certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in plan form used in the Eastern and Western Districts of Arkansas, other than any nonstandard provisions included in Part 8.

/s/ G. Gregory Niblock

G. Gregory Niblock 88047

Signature of Attorney for Debtor(s)

Date May 13, 2019

/s/ Kendra S. Mayo

Kendra S. Mayo

Date May 13, 2019

Date \_\_\_\_\_

Signature(s) of Debtor(s)

(required if not represented by an attorney;  
otherwise optional)

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**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that copies of the foregoing Notice and attached Chapter 13 Plan have been served to the Standing Chapter 13 Trustee and US Trustee by way of CM/ECF and served by US Mail, postage prepaid to the following on May 16, 2019.

Dept. Finance & Admin.	IRS
Legal Division	PO Box 7346
P.O. Box 1272	Philadelphia, PA 19114
Little Rock AR 72203	

Mark T. McCarty, Ch. 13 Trustee	U. S. Attorney (East.Dist.)
P.O. Box 5006	P. O. Box 1229
North Little Rock, AR 72119	Little Rock, AR 72203

or

AR Dept Workforce Services	U. S. Attorney (West.Dist.)
Legal Division	PO Box 1524
P. O. Box 2981	Fort Smith, AR 72901
Little Rock, AR 72203	

and to all creditors as set forth in Exhibit "A" attached hereto, all on the DATE of this Notice.

**/s/ G. Gregory Niblock**  
G. Gregory Niblock #88047

Exhibit A

Debtor(s) **Kendra S. Mayo**

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AHG/Baptist Health  
PO Box 23840  
Little Rock, AR 72221-3840

Ambulance Svc of Forrest City  
4600 Towson Ave  
Ste 136  
Fort Smith, AR 72901

AMCA  
PO Box 1235  
Elmsford, NY 10523-0935

Arkansas Cardiology  
PO Box 3496  
Little Rock, AR 72203

Baptist Health  
PO Box 25748  
Little Rock, AR 72221-5748

Baptist Health Little Rock  
PO Box 25748  
Little Rock, AR 72221-5748

BH Family Clinic Brinkley  
110 N. New York Ave  
Brinkley, AR 72021

Caine & Weiner  
Attn: Bankruptcy  
5805 Sepulveda Blvd  
Sherman Oaks, CA 91411

Cascade Capital, LLC Series B  
1670 Corporate Circle  
Ste 202  
Petaluma, CA 94954-6952

Consumer Portfolio Svc  
Attn: Bankruptcy  
PO Box 57071  
Irvine, CA 92619

Entergy Corporation  
Attn: Bankruptcy  
PO Box 8108  
Baton Rouge, LA 70891

Forrest City Emerg Phys PLLC  
PO Box 975213  
Dallas, TX 75397

Forrest City Medical Center  
PO Box 504293  
Saint Louis, MO 63150-4293

IRS  
PO Box 7346  
Philadelphia, PA 19114

Jonesboro Anesthesia, Inc.  
221 Hughes Dr.  
Jonesboro, AR 72401

Kyle Singleton, Attorney, PLC  
PO Box 1955  
Jonesboro, AR 72403

National Radiology Grp of AR  
1601 New Castle Rd.  
Forrest City, AR 72335

OB-GYN Associates of Jonesboro  
PO Box 60  
Searcy, AR 72145-0060

Phoenix Financial Services LLC  
PO Box 361450  
Indianapolis, IN 46236-1450

Professional Credit Management  
PO Box 4037  
500 West Washington Ave  
Jonesboro, AR 72403

Progressive Insurance Company  
PO Box 55156  
Boston, MA 02205

Progressive Leasing  
PO Box 413110  
Salt Lake City, UT 84141-3110

Quest Diagnostics, Inc.  
PO Box 740780  
Cincinnati, OH 45274

RSH & Associates, LLC  
PO Box 14515  
Lenexa, KS 66285

Scheer, Green & Burke, Co. LPA  
PO Box 1312  
Toledo, OH 43603-1312

Schumacher Clinical Partners  
200 Corporate Blvd  
Lafayette, LA 70508

Source Receivables Mgmt, LLC  
Attn: Bankruptcy Dept  
4615 Dundas Dr.  
Suite 102  
Greensboro, NC 27407



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Sprint Nextel Correspondence  
Attn: Bankruptcy Dept  
PO Box 7949  
Overland Park, KS 66207-0949

St. Bernards Business Office  
PO Box 1126  
Searcy, AR 72145-1126

St. Bernards Business Office  
PO Box 1713  
Jonesboro, AR 72403-1713

St. Bernards Clinics  
PO Box 1629  
Searcy, AR 72145

St. Bernards Medical Center  
PO Box 1560  
Jonesboro, AR 72403-1560

United Collection Bureau, Inc.  
5620 Southwyck Blvd  
Ste 206  
Toledo, OH 43614

Kendra S. Mayo  
203 Lexington Dr.  
Forrest City, AR 72335